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IN THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF UTAH  
CENTRAL DIVISION

In re:  <b>SUGARLOAF HOLDINGS, LLC,</b>  Debtor.	<b>Bankruptcy Case No. 18-27705</b>  Chapter 11  Honorable Kevin R. Anderson  [Filed Electronically]
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**DECLARATION OF DURAND ROBISON**

Durand Robison declares:

1. I make this declaration in accordance with 11 U.S.C. § 327 and Rule 2014 of the Federal Rules of Bankruptcy Procedure
2. I am the General Manager of Flowell Electric Association and have been employed in such capacity at all times relevant to the statements set forth in this Declaration.
3. Around the end of 2016 or the beginning of 2017, David Gray spoke with Steve Barton, Flowell's operations manager, about Flowell providing certain electrical infrastructure so that electricity could be provided to various points on the Debtor's property.

4. There were a number of different projects that were discussed between Mr. Barton and Mr. Gray.

5. Flowell subsequently developed estimates to complete the different projects and discussed with and provided those estimates to the Debtor. The total estimate to complete all of the projects was approximately \$245,000.

6. I and Steve Barton met with Mr. Gray, the Debtor's owner, a number of times as the projects and estimates were discussed and plans were made about how to complete the various projects.

7. Mr. Gray decided on a priority order for the projects and the Debtor paid Flowell the sum of \$85,947.88 as a deposit to be applied against Flowell's billings as the first projects were being completed.

8. The other projects were to be completed at a later time.

9. During the course of the discussions between Flowell and the Debtor, Flowell made it clear that the Debtor would need to pay in advance for all of the electrical infrastructure work. That is why the \$85,000 deposit was paid by the Debtor.

10. Flowell also made it clear to the Debtor that it would need to obtain certain easements to fully complete the requested electrical infrastructure on the first projects. Specifically, there was a powerline extension that required an easement from a neighboring landowner.

11. As such, I provided Mr. Gray with an easement form to be signed by the neighbor. I also spoke with the neighbor to try to smooth the way for the easement to be granted.

12. Flowell began to work on the first projects and completed \$47,190.57 of work in connection therewith. This amount was applied to the \$85,947.88 Electrical Infrastructure Deposit leaving a remaining deposit of \$38,757.31. A copy of the statement showing the jobs completed and the amount incurred to complete those jobs is attached to the Utility Motion as Exhibit A.

13. As part of the work completed, Flowell electrified 8 of the Debtor's pivots around May 16, 2017. Notwithstanding, the Debtor had no water to put in the pivots that could be used for irrigation.

14. The Debtor has also been unable to procure the necessary easements so that the powerline could be placed where the Debtor wants it to run. Fuses cannot be installed where there is no completed powerline.

15. Flowell does not know why the easements have not been obtained, but during the last conversation I had with the neighbor who owned the property on which the easement was needed, I was told by the neighbor that Mr. Gray had not even contacted him.

16. Without the easements Flowell could not (and cannot) complete the powerline extension.

17. The Debtor also has not provided Flowell with any alternative plan to be implemented to solve the easement problem. Until the Debtor either procures the necessary easements from the neighbor or provides Flowell with a workable alternative plan, further work cannot be performed by Flowell to complete the first projects.

18. Flowell also encountered some difficulty in completing the first projects because Mr. Gray was difficult to reach at times and these were complicated projects that required

directions from the Debtor about line placement, motor size, etc. and Mr. Gray had some indecision about certain matters.

19. In order for Flowell to have adequate assurance of payment for the Debtor's use of electricity provided by Flowell it needs an advance monthly payment of \$2,500 during the pumping season that runs from April 1<sup>st</sup> through September 30th and an advance monthly payment of \$500 for the rest of the year, i.e. October 1<sup>st</sup> through March 31st.

20. Flowell denies that it did not complete the first projects because of the water rights litigation referenced by the Debtor in the Utility Motion or due to pressure from any individual, including anyone serving on its Board. The Debtor has been and will continue to be treated like any other customer by Flowell.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge, information and belief.

DATED this 6th day of November, 2018.

/s/ Durand Robison (with permission)

Durand Robison

**CERTIFICATE OF SERVICE**

I hereby certify that on November 6, 2018, a true and correct copy of the foregoing

**DECLARATION OF DURAND ROBISON** as electronically filed and therefore served via ECF upon the following electronic filing users in this case:

- **David P. Billings** dbillings@fabianvancott.com, jwinger@fabianvancott.com; mdewitt@fabianvancott.com
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/s/ Dianne E. Burton

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